

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		04/11/2017	National Banking Association:

RECEIVING PARTY DATA

Name:	iPayment, Inc.
Street Address:	30721 Russell Ranch Road, Suites 100 and 200
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91362
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3733920	IPAYMENT
Registration Number:	3497619	CAMBRIDGE PAYMENT SYSTEMS
Registration Number:	3998975	CARDSYNC
Registration Number:	2871023	E
Registration Number:	2810233	
Registration Number:	2938442	DRIVING EPROGRESS
Registration Number:	4231618	IACCESS
Registration Number:	4155979	IACCOUNTING
Registration Number:	4302116	IADVANTAGE
Registration Number:	4269046	IADVANTAGE
Registration Number:	4269045	IADVANTAGE
Registration Number:	4280415	IBUY
Registration Number:	4307020	IEMPLOYEE
Registration Number:	4165785	IFILESAFE
Registration Number:	4155968	IHOMEPAGE
Registration Number:	4306982	ILEGAL
Registration Number:	4509361	IPAYMENT
Registration Number:	2619094	ONLINE APP
Registration Number:	2454967	QUICKCOMMERCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4280821	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4310569	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4280822	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	3745496	FLAGSHIP MERCHANT SERVICES
Registration Number:	3851763	FLAGSHIP MERCHANT SERVICES

CORRESPONDENCE DATA

Fax Number: 2127288111

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: Preeta Reddy c/o Willkie Farr & Gallaghe

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	124216.00006 PR
NAME OF SUBMITTER:	Preeta Reddy
SIGNATURE:	/preetareddy/
DATE SIGNED:	04/18/2017

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 11, 2017 ("**Effective Date**") by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent for the holders of the Secured Obligations (in such capacity, "**Agent**"), in favor of IPAYMENT, INC. ("**Grantors**"). Capitalized terms used but not defined in the Release have the meaning ascribed thereto in the Securities Agreement (defined below).

WHEREAS, Grantor and Agent entered into that certain Trademark Security Agreement dated December 29, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") pursuant to the terms and conditions of that certain Security Agreement dated as of December 29, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**," and together with the Trademark Security Agreement, the "**Collateral Agreements**"), to which Grantor and Agent, as Collateral Agent, are parties.

WHEREAS, pursuant to the terms and conditions of the Collateral Agreements, Grantor pledged and granted to Agent for the benefit of the holders of the Secured Obligations a lien on and security interest in and to (the "**Security Interest**") all of its right, title and interest in, to and under all the following Collateral of Grantor (collectively, the "**Trademark Collateral**"): (i) all Trademarks and Trademark Licenses listed on Schedule A hereto; and (ii) all Proceeds of any and all of the foregoing.

WHEREAS, certain notices of such grant were individually recorded with the Trademark Division of the United States Patent and Trademark Office: (1) on January 20, 2015, at Reel 005443 and Frame 0760; and (2) on January 20, 2015 at Reel 005443 and Frame 0747.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states, on behalf of itself and the holders of the Secured Obligations, as follows:

1. Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates, discharges, cancels and releases in full any and all security interests (including the Security Interest) it or any holders of the Secured Obligations has in, to and under the Trademark Collateral, including arising under the Trademark Security Agreement and Security Agreement and (iii) re-assigns to Grantor any and all such right, title and interest that it or any holders of the Secured Obligations may have in the applicable Trademark Collateral of Grantor. Any security interest or other right, title or interest of Agent or any holders of the Secured Obligations in such Trademark Collateral shall cease and become void.


2. Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor's sole cost and expense, to more fully and effectively evidence, record, and effectuate the purposes of this Release. Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent's rights under each of the Collateral Agreements, with respect to the Trademark Collateral.

3. This Release, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered, on behalf of itself and the holders of the Secured Obligations, by its duly authorized representative as of the Effective Date.

WILMINGTON TRUST, NATIONAL ASSOCIATION
as the Collateral Agent

By: 
Name: Lynn M. Steiner
Title Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006036 FRAME: 0894

Schedule A
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

005443/0760

Mark	Status	App. No.	Filing Date	Registration No.	Registration Date
IPAYMENT and Design	Registered	77748825	6/1/09	3733920	1/5/10
CAMBRIDGE PAYMENT SYSTEMS	Registered	77034856	11/2/06	3497619	9/9/08
CARDSYNC	Registered	77894475	12/16/09	3998975	7/19/11
E and Design	Registered	76495443	3/6/03	2871023	8/10/04
Design Only OnLine Data Corp.	Registered	76494937	3/6/03	2810233	2/3/04
DRIVING EPROGRESS	Registered	76060234	5/31/00	2938442	4/5/05
IACCESS	Registered	85337536	6/3/11	4231618	10/23/12
IACCOUNTING	Registered	85378911	7/22/11	4155979	6/5/12
IADVANTAGE	Registered	85361478	7/1/11	4302116	3/12/13
IADVANTAGE	Registered	85361470	7/1/11	4269046	1/1/13
IADVANTAGE	Registered	85361468	7/1/11	4269045	1/1/13
IBUY	Registered	85361489	7/1/11	4280415	1/22/13
IEMPLOYEE	Registered	85701077	8/10/12	4307020	3/19/13
IFILESAFE	Registered	85361493	7/1/11	4165785	6/26/12
IHOMEPAGE	Registered	85361991	7/1/11	4155968	7/5/12
ILEGAL	Registered	85606478	4/24/12	4306982	3/19/13
IPAYMENT	Registered	85882717	3/21/13	4509361	1/21/14
ONLINE APP	Registered	75924495	2/22/00	2619094	9/10/02
QUICKCOMMERCE	Registered	75897431	1/18/00	2454967	5/29/01
WHERE SMALL BUSINESS AND TECHNOLOGY UNITE	Registered	85602976	4/19/12	4280821	1/22/13
WHERE SMALL BUSINESS AND TECHNOLOGY UNITE	Registered	85602973	4/19/12	4310569	3/26/13
WHERE SMALL BUSINESS AND TECHNOLOGY UNITE	Registered	85602982	4/19/12	4280822	1/22/13

005443/0747

Mark	Status	Serial No.	Filing Date	Registration No.	Registration Date
FLAGSHIP MERCHANT SERVICES	Registered	78922969	7/5/06	3745496	2/2/10
FLAGSHIP MERCHANT SERVICES	Registered	78923624	7/6/06	3851763	9/21/10